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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BUTTE DIVISION**

THRILLER FABRICATION AND MANUFACTURING, INC., Plaintiff, vs. ACELA, INC.; ACELA TRUCK COMPANY; and Does 1-5, Defendants.	CASE NO. _____ COMPLAINT AND DEMAND FOR JURY TRIAL
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Parties and Jurisdiction

1. Thriller Fabrication and Manufacturing, Inc. (“Thriller”) is a business entity organized pursuant to the laws of the State of Utah. Thriller’s principal place of business is in the State of Utah.

2. Acela, Inc. (“Acela”) is a business entity organized pursuant to the laws of the State of Montana. Acela does business as Acela Truck Company.

Acela’s principal place of business is in Gallatin County, State of Montana.

3. The amount in controversy in this case exceeds \$75,000.

4. Jurisdiction is proper in federal court pursuant to 28 U.S.C. § 1332.

5. Venue is proper in this Court.

6. This matter is venued in this Court pursuant to L.R. 1.2(c)(2).

Facts

7. Thriller reincorporates its other allegations.

8. Acela is a merchant in the business of selling equipment including, but not limited, mobile morgue expansion trailers.

9. Thriller is a merchant in the business of fabricating and selling metal products.

10. Acela contracted with Thriller for the manufacturing and purchase of aluminum racks and trays for use in mobile morgue expansion trailers. A purchase order for the purchase is attached as Exhibit A.

11. Acela agreed to pay \$355,500 for the items that Thriller agreed to manufacture.

12. Acela accepted and paid Thriller \$111,834 for some of the items it ordered. COVID-19 deaths then began to slow.

13. Although Thriller manufactured the other materials that Acela contracted to purchase, Acela will not pay for those items.

First Cause of Action
Breach of Contract

14. Thriller incorporates its other allegations by reference.

15. Acela and Thriller contracted for the manufacture and sale of aluminum racks and trays.

16. Acela has breached the contract with Thriller by refusing to pay for these items and/or by repudiating its agreement with Thriller.

17. Thriller has been damaged in an amount to be proved at trial, but which is not less than \$243,666.

18. Acela is liable to Thriller for breach of contract.

Second Cause of Action
Unjust Enrichment

19. Thriller incorporates its other allegations by reference.

20. Thriller has conferred a benefit on Acela by manufacturing items per its specifications for use in its mobile morgues.

21. Acela has appreciated and accepted the benefit of having these items available for purchase.

22. Acela is liable to Thriller for unjust enrichment.

Third Cause of Action
Promissory Estoppel

23. Thriller incorporates its other allegations by reference.

24. Acela clearly and unambiguously agreed to purchase racks and trays from Thriller.

25. Thriller reasonably and foreseeably relied on Acela's promise and spent time and money manufacturing the items that Thriller promised to purchase.

26. Thriller has been harmed by its reliance on Acela's promise.

27. Acela is liable to Thriller for promissory estoppel.

Request for Relief

WHEREFORE, Thriller prays for relief and judgment against Defendants as follows:

1. Damages and interest in an amount to be proven at trial, but which exceeds \$243,666;
2. For all costs incurred in the prosecution of this action;
3. For an award of interest, as deemed appropriate by the Court and as allowed by law;
4. For an award of attorney's fees, as the same may be allowed by law;
5. A trial by jury;
6. For such other and further relief, both at law and in equity, as the Court shall deem just and proper.

DATED this 30th day of September, 2021.

JACKSON, MURDO & GRANT, P.C.



Murry Warhank
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Pursuant to F. R. Civ. P 38, Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED this 30th day of September, 2021.

JACKSON, MURDO & GRANT, P.C.



Murry Warhank
Attorneys for Plaintiff